

INTEVA

GENERAL TERMS AND CONDITIONS

1. Offer and Acceptance

Each purchase order Purchaser issues ("Purchase Order") is Purchaser's offer to purchase the products ("Products") and services ("Services") identified in the Purchase Order. Supplier will be deemed to have accepted a Purchase Order as issued (1) if Supplier fails to object to it in writing within 10 business days after receipt and has begun or later begins performance under the Purchase Order, (2) if Supplier acknowledges in writing its acceptance of the Purchase Order, or (3) if Supplier indicates its acceptance electronically. Upon acceptance, the Purchase Order together with these General Terms and Conditions and any other documents specifically incorporated in the Purchase Order or separately agreed to in writing, such as specifications, drawings, requirements of Purchaser's customer, or quality requirements, will become a binding contract between Purchaser and Supplier (collectively, the "Contract"). If Supplier timely objects to a Purchase Order or proposes alternate or additional terms, the Purchase Order will become a Contract only if and when Purchaser and Supplier mutually agree in writing, even if Supplier commences or has commenced performance under the Purchase Order. Specific terms and conditions on the Purchase Order and the other documents comprising the Contract will take priority over any inconsistent provision in these General Terms and Conditions.

2. Changes

Purchaser may from time to time by notice to Supplier make changes, within the scope of the Contract, to the drawings, specifications, materials, packaging, time or method of delivery or shipment, or similar requirements prescribed in the Contract. Supplier will promptly implement such changes. At Supplier's request with appropriate supporting documentation, the parties will agree upon an equitable adjustment to the Contract prices and times for performance as a result of Purchaser's changes.

3. Quantity

If quantities or delivery schedules are not specified in the Contract or if a quantity is shown as "0," then they will be as reasonably determined by Purchaser and stated in Purchaser's firm releases issued to Supplier from time to time. Purchaser may return over-shipments to Supplier at Supplier's expense. Quantity is of the essence. Unless otherwise specifically stated in the Contract, the Contract is not exclusive and Purchaser may purchase similar products and

services from third parties. Purchaser may provide Supplier with estimates, forecasts or projections of its future anticipated volume or quantity requirements for goods. Supplier acknowledges that any such forecasts are provided for informational purposes only and, like any other forward looking projections, are based on a number of economic and business factors, variables and assumptions, some or all of which may change over time. Purchaser makes no representation, warranty, guaranty or commitment of any kind or nature, express or implied, regarding any such forecasts provided to Supplier, including with respect to the accuracy or completeness of such forecasts.

4. Service and Replacement Parts

During the term of the Contract, Supplier will sell to Purchaser Products necessary to fulfill Purchaser's service and replacement parts requirements to Purchaser's customers at the then current production price(s) under the Contract. If the Products are systems or modules, Supplier will sell the components or parts that comprise the system or module at price(s) that will not, in the aggregate, exceed the price of the system or module less assembly costs. If the Contract is in effect at the end of the vehicle production program into which the Products are incorporated, Supplier will also sell Products to Purchaser to fulfill Purchaser's and its customers' service and replacement parts requirements during the fifteen (15) year period following the end of such vehicle production program (the "Post-Production Period"), and the Contract will automatically remain in effect during the entire Post-Production Period. During the initial five (5) years of the Post-Production Period, the price(s) for such Products will be the production price(s) which were in effect at the commencement of the Post-Production Period. For the remainder of the Post-Production Period, the price(s) for such service Products will be as reasonably agreed to by the parties. If requested by Purchaser, Supplier will also make service literature and other materials available at no additional charge to support Purchaser's service activities.

5. Shipping

Supplier will deliver Products and Services in strict accordance with the Contract terms. Time is of the essence with respect to all delivery schedules Purchaser establishes. Incoterms referenced on the Purchase Order refer to Incoterms 2000. Unless otherwise stated in the Contract, Products will be delivered D.D.P. Purchaser's facility (Incoterms 2000). If Products are not ready for delivery in time to meet Purchaser's delivery schedules, the party causing the delay will be responsible for additional costs of any resulting expedited or other special transportation.

Supplier will (a) properly pack, mark and ship Products as instructed by Purchaser or any carriers and in accordance with any applicable laws or regulations, (b) route shipments as Purchaser instructs, (c) not charge for costs

relating to handling, packaging, storage or transportation (including duties, taxes, fees, etc.) unless otherwise expressly stated in the Contract, (d) provide packing slips with each shipment that identify Purchaser's contract and release number and the date of the shipment, and (e) promptly forward the original bill of lading or other shipping receipt with respect to each shipment as Purchaser instructs. Supplier will include on bills of lading or other shipping receipts the correct classification identification of the Products shipped as Purchaser or the carrier requires. The marks on each package and identification of the Products on packing slips, bills of lading and invoices must enable Purchaser to easily identify the Products.

6. Payment

Payment terms are as set forth in the Contract. For direct material Products, payment terms are calculated from the date the Products are received. For indirect Products and Services, payment terms are calculated from the latter of the invoice date or the date the Products or Services are received. Payment should be no more frequently than once per week. Supplier will promptly submit correct and complete invoices or other agreed billing communications with appropriate supporting documentation and other information reasonably required by Purchaser after delivery of Products and performance of Services, and Purchaser may withhold payment until a correct and complete invoice or other required information is received and verified. Supplier will accept payment by check or other cash equivalent, including electronic funds transfer. Purchaser will pay Supplier in the currency specified in the Contract or, if none is specified, in the currency of Purchaser's ship-to location. If the payment due date is not specified in the Contract, the payment due date will be 60 days following the date Purchaser receives the Products or Services. Purchaser may withhold payment for any Products or Services until Purchaser receives evidence, in such form and detail as Purchaser requires, of the absence of any liens, encumbrances and claims on such Products or Services.

7. Taxes

Unless otherwise stated in the Contract, the Contract price includes all applicable federal, state, provincial, and local taxes other than sales, value added, or similar turnover taxes or charges. Supplier will separately invoice Purchaser for any sales, value added, or similar turnover taxes or charges that Supplier is required by law to collect from Purchaser.

If Purchaser is required by law to make any deduction or withholding from any sum otherwise payable to Supplier under the Contract, Purchaser shall be entitled to deduct or withhold such amount and effect payment thereof to the applicable tax authority. Purchaser will, upon request from Supplier, provide Supplier official tax receipts or other evidence issued by the applicable tax

authorities sufficient to establish that any taxes which are withheld have been paid.

8. Quality and Inspection

Supplier will participate in Purchaser's supplier quality and development program(s) and comply with all engineering release and validation requirements and procedures, including Purchaser's production part approval processes ("PPAP"), which Purchaser specifies from time to time. Supplier may not make any changes to the manufacturing location, raw materials, or other processes or goods that have received PPAP approval. PPAP approval shall not relieve Supplier of responsibility for non-conforming Products, whether under section 9 (Non-Conforming Goods), 10 (Warranty), 11 (Product Liability), or other provisions. Supplier will permit Purchaser and its representatives and consultants to enter Supplier's facilities at reasonable times to inspect such facilities and any goods, inventories, work-in-process, materials, machinery, equipment, tooling, fixtures, gauges and other items and processes related to Supplier's performance of the Contract. Purchaser is not required to inspect Products delivered or Services performed, and no inspection or failure to inspect will reduce or alter Supplier's obligations under the Contract.

9. Non-Conforming Goods

Purchaser is not required to perform incoming inspections of any goods, and Supplier waives any right to require Purchaser to conduct any such inspections. Supplier will not substitute any goods for the Products covered by the Contract unless Purchaser consents in writing. If Purchaser rejects any goods as non-conforming, Purchaser may, at its option, (a) reduce the quantities of Products ordered under the Contract by the quantity of non-conforming goods, (b) require Supplier to replace the non-conforming goods, and/or (c) exercise any other applicable rights or remedies. Nonconforming goods will be held by Purchaser in accordance with Supplier's instructions at Supplier's risk. Supplier's failure to provide written instructions within 5 days, or such shorter period as may be commercially reasonable under the circumstances, after notice of nonconformity shall entitle Purchaser, at Purchaser's option, to charge Supplier for storage and handling or to dispose of the goods without liability to Supplier. Supplier will promptly pay or reimburse all costs incurred by Purchaser to return, store or dispose any non-conforming goods. Purchaser's payment for any non-conforming goods will not constitute acceptance by Purchaser, limit or impair Purchaser's right to exercise any rights or remedies, or relieve Supplier of responsibility for the non-conforming goods.

10. Warranty

A. General. Supplier warrants to Purchaser that the Products and Services will (a) conform to the then current release or revision level (based on the date

Purchaser's release is issued to Supplier) of Purchaser's applicable specifications and drawings, (b) conform to all samples, descriptions, brochures and manuals furnished by Supplier or Purchaser, (c) be merchantable, (d) be of good material and workmanship, (e) be free from defect in workmanship and materials, and (f) be fit and sufficient for the particular purposes intended by Purchaser and any customer of Purchaser. Supplier further warrants that Supplier will transfer to Purchaser ownership and good title to Products delivered and Services provided, free of all liens, encumbrances, and rights of third parties (except those created by Purchaser).

B. Warranty Period. In the case of Products supplied for use as, or incorporation into, parts, components or systems for automotive vehicles or other finished products, the period for each of the foregoing warranties will commence upon delivery of the Products to Purchaser and, except as provided in Section 10 (D) (Recalls) or as otherwise expressly agreed in writing by an authorized employee of Purchaser, end forty-eight (48) months following the date the vehicle or other finished product on which such parts, components or systems are installed is first sold and delivered or otherwise utilized for consumer or commercial purposes, provided, however, that if Purchaser offers and provides a longer warranty to its customers with respect to any such parts, components or systems, then such longer warranty period will apply to the Products. In the case of Products supplied for other uses, the period for each of the foregoing warranties will be that provided by applicable law unless otherwise expressly agreed in writing by an authorized employee of Purchaser.

C. Remedies and Damages. If any Products or Services are reasonably determined (including by use of statistical analysis or other sampling methodology) to fail to conform to the warranties set forth in the Contract, Supplier shall reimburse Purchaser for all reasonable losses, costs and damages caused by such nonconforming Products and Services. Such costs and damages may include, without limitation, costs, expenses and losses of Purchaser and/or its customers arising from (i) inspection, sorting, repair or replacement of any nonconforming Products or any system or component that incorporates such nonconforming Products, (ii) production interruptions or slowdowns, (iii) offlining of vehicles or component systems, and (iv) field service campaigns and other corrective service actions, including, without limitation, the amounts paid to distributors and dealers for materials and replacement parts (including reasonable markup to recover administrative costs or other capital expenses) and the labor costs to perform such work.

D. Recalls. Notwithstanding the expiration of the warranty period set forth in the Contract, if Purchaser or the manufacturer of the vehicles (or other finished product) on which the Products, or any parts, components or systems incorporating the Products, are installed, voluntarily or pursuant to a government mandate, makes an offer to owners of such vehicles to provide remedial action to

address a defect that relates to motor vehicle safety or the failure of the vehicle to comply with any applicable law, safety standard or guideline (a so-called "recall"), Supplier will nonetheless be liable for costs and damages associated with the conduct of such recall to the extent that such recall is based upon a reasonable determination (including by use of statistical analysis or other sampling methodology) that the Products fail to conform to the warranties set forth in the Contract.

11. Product Liability

Supplier will indemnify and defend Purchaser against third-party claims or demands for injury or death to persons, property damage, economic loss, and any resulting damages, losses, costs, and expenses (including reasonable legal fees), if and to the extent caused by Supplier's (or any of Supplier's supplier's or contractor's) defective design or manufacture of Products or provision of Services regardless of whether the claim or demand arises under tort, contract, strict liability, or other legal theories, services or its negligent acts or omissions in its performance under the Contract. This section will not apply to the extent that the injury, loss, or damage results from (1) Purchaser's specification of materials in the Products, (2) Purchaser's design of the Products, or (3) any alteration or improper repair, maintenance, handling, or installation by any party other than Supplier.

12. Compliance with Laws and Ingredients

Supplier will comply with the applicable laws, rules and regulations of the country where the Products are manufactured and the country of destination, and where the Services are performed. Supplier will provide Purchaser with material safety data sheets (commonly referred to as MSDS) regarding the Products and, upon Purchaser's request, will provide Purchaser with other information required in order to comply with applicable laws and Purchaser's customers' requirements. Neither Supplier nor any of its subcontractors will utilize slave, prisoner or any other form of forced or involuntary labor in the supply of Products or Services.

If Purchaser requests, Supplier will promptly furnish to Purchaser, in such form and detail as Purchaser directs: (a) a list of all ingredients in the Products, (b) the amount of all ingredients, and (c) information concerning any changes in or additions to the ingredients. Prior to, and together with, the shipment of the Products, Supplier will furnish to Purchaser and all carriers sufficient written warning and notice (including appropriate labels on the Products, containers and packing) of any hazardous material that is an ingredient or a part of any of the Products, together with all special handling instructions, safety measures and precautions as may be necessary to comply with applicable law, to inform Purchaser and all carriers of any applicable legal requirements and to best allow Purchaser and all carriers to prevent bodily injury or property damage in the

handling, transportation, processing, use or disposal of the Products, containers and packing.

13. Intellectual Property Ownership

A. Purchaser's Intellectual Property. Purchaser does not transfer to Supplier any patent, trade secret, trademark, service mark, copyright, or other intellectual property right ("Intellectual Property Right") of Purchaser in information, documents, or property that Purchaser makes available to Supplier under the Contract, other than the right to use Purchaser's Intellectual Property Rights to produce and supply Products and Services to Purchaser pursuant to the Contract.

B. Supplier's Intellectual Property. Except as stated in this section, Supplier does not transfer to Purchaser any Intellectual Property Right of Supplier related to the Products or Services or incorporated in Purchaser's Property (as defined in section 17(a)), other than the right to incorporate Products purchased from Supplier in vehicles and component parts and to sell those vehicles and component parts. If the Contract is terminated by either Supplier or Purchaser, Supplier grants to Purchaser a non-exclusive right and license to use Supplier's Intellectual Property Rights to obtain from alternate sources products and services similar to the Products and Services for use in vehicles or component parts covered by the terminated Contract and for the balance of the Contract term at the termination effective date. There will be no fee for this license if (1) Purchaser terminates the Contract for cause, or (2) Supplier terminates the Contract pursuant to Section 21 (Force Majeure). Otherwise, the parties will negotiate a reasonable fee for use of Supplier's Intellectual Property Rights.

C. Repair and Rebuild. Supplier authorizes Purchaser, its affiliates, agents and subcontractors, and Purchaser's customers and their subcontractors to repair, reconstruct or rebuild the Products without payment of any royalty or other compensation to Supplier.

D. Waiver of Claims. Supplier agrees not to assert any claim (other than a claim for patent infringement) against Purchaser, Purchaser's customers or their respective suppliers with respect to any technical information that Supplier shall have disclosed, or may hereafter disclose, in connection with the Products or Services.

E. Development, Engineering and Consulting Services. Engineering, consulting or development services ("Development Services") funded under the Contract that result in any idea, invention, concept, discovery, work of authorship, patent, copyright, trademark, trade secret, know-how or other intellectual property ("IP") shall be the sole property of Purchaser. Supplier agrees to assign all right, title and interest in and to IP that results from Development Services ("Developed IP") to Purchaser. Supplier shall notify Purchaser of the existence of Developed IP

and assist Purchaser in every reasonable way to perfect its right, title and interest in Developed IP, such as by executing and delivering all additional documents reasonably requested by Purchaser in order to perfect, register, and enforce the same, and Purchaser shall reimburse Supplier for reasonable costs incurred by Supplier in providing such assistance.

F. Indemnification. Supplier will indemnify and defend Purchaser and its customers against claims, liabilities, losses, damages, costs, and expenses, including reasonable legal fees, arising out of the actual or alleged infringement by the Products or Services of a third-party Intellectual Property Right, including any claims in circumstances where Supplier has provided only part of the goods or services. Supplier waives any claim against Purchaser that any such infringement arose out of compliance with Purchaser's specifications. If a claim under this section results, or is likely to result, in an injunction or other order that would prevent Supplier from supplying or Purchaser from using Products for their intended purpose, Supplier will at its option and expense either (i) secure a license of the Intellectual Property Right that permits Supplier to supply the Products to Purchaser and Purchaser to use the Products, or (ii) modify the Products so that they become non-infringing, so long as the modification does not materially alter the operation or performance of the Products, or (iii) replace the Products with non-infringing but practically equivalent Products.

G. Confidential Information. Supplier will (i) keep all Purchaser's Information (as defined below) confidential and disclose it only to its employees who need to know such Purchaser's Information in order for Supplier to supply Products and Services to Purchaser under the Contract and (ii) use the Purchaser's Information solely for the purpose of supplying Products and Services to Purchaser. Goods manufactured based on Purchaser's Information may not be used for Supplier's own use or sold by Supplier to third parties without prior express written consent from an authorized employee of Purchaser. "Purchaser's Information" means all information provided to Supplier by Purchaser or its representatives or subcontractors in connection with the business, programs, Products and Services including, without limitation, pricing, payment and other terms of the Contract, specifications, data, formulas, compositions, designs, sketches, photographs, samples, prototypes, test vehicles, manufacturing, packaging or shipping methods and processes and computer software and programs (including object code and source code). Purchaser's Information also includes any materials or information that contain, or are based on, any Purchaser's Information, whether prepared by Purchaser, Supplier or any other person.

14. Technical Information

Supplier will create, maintain, update, and provide to Purchaser, in compliance with Purchaser's drafting and math data standards, all technical information

about the Products and their manufacture which is reasonably necessary or requested by Purchaser in connection with its use of the Products, including, without limitation, the engineering validation and qualification of the Products for automotive production and other applications and compliance with any legal or regulatory requirements. Such technical information will not be subject to any use or disclosure restrictions.

15. Software and Written Works

Supplier grants to Purchaser a permanent, paid-up license to use, repair, modify and sell any operating software incorporated in the Products in conjunction with the use or sale of the Products. In addition, all works of authorship, including without limitation, software, computer programs and databases (including object code, micro code, source code and data structures), and all enhancements, modifications and updates thereof and all other written work products or materials, which are created in the course of performing the Contract, separately or as part of any goods and components, are “works made for hire” and the sole property of Purchaser. To the extent that such works of authorship do not qualify under applicable law as works made for hire, Supplier hereby assigns to Purchaser all right, title and interest in any intellectual property rights in such works of authorship. If such assignment is not possible under any applicable law, Supplier hereby grants an exclusive, royalty-free license to Purchaser with respect to such works of authorship.

16. Activities on Purchaser’s Premises

Supplier will defend, hold harmless, and indemnify Purchaser from and against any liability, claims, demands, damages, costs or expenses (including, without limitation, reasonable attorney and other professional fees and disbursements) arising from or in connection with the performance of any Service or work by Supplier or its employees, agents, representatives and subcontractors on Purchaser’s or Purchaser’s customer’s premises or the use of the property of Purchaser or any customer of Purchaser, except to the extent such liability arises out of the gross negligence or willful misconduct of Purchaser or Purchaser’s customer.

17. Purchaser’s Property

(a) Purchaser or Purchaser’s customer will own the tooling, jigs, dies, gauges, fixtures, molds, patterns, supplies, materials, and other equipment and property used by Supplier to manufacture, store, and transport Products or provide Services (“Property”) if (1) the Property is so designated in the Contract, or (2) Purchaser or its customer has provided or paid for the Property (“Purchaser’s Property”). Upon Supplier’s acquisition of Purchaser’s Property, title shall vest immediately in Purchaser. Supplier will assign to Purchaser contract rights or claims in which Supplier has an interest with respect to

Purchaser's Property and execute bills of sale, financing statements, or other documents reasonably requested by Purchaser to evidence Purchaser's or Purchaser's customer's ownership of Purchaser's Property. Supplier will indemnify and defend Purchaser against claims or liens adverse to Purchaser's or Purchaser's customer's ownership of Purchaser's Property except those that result from the acts or omissions of Purchaser or Purchaser's customer. Supplier will hold Purchaser's Property on a bailment basis and will be responsible for loss or damage to Purchaser's Property while in its possession or control. To the extent permitted by law, Supplier waives any lien or similar right it may have with respect to Purchaser's Property. Purchaser will be responsible for personal property taxes assessed against Purchaser's Property.

(b) Supplier will (1) at Supplier's expense maintain Purchaser's Property in good condition and repair, normal wear and tear excepted, throughout the term of the Contract and for a period of 15 years after end of production, (2) use Purchaser's Property only for the manufacture, storage, and transport of Products for Purchaser unless Purchaser otherwise approves in writing, (3) at Suppliers' expense, mark Purchaser's Property as belonging to Purchaser or its customer, and maintain such markings, and (4) not remove Purchaser's Property (other than shipping containers and the like) from Supplier's premises without Purchaser's written approval. All replacement parts, additions, improvements, and accessories to Purchaser's Property will become part of Purchaser's Property unless they can be removed without damaging Purchaser's Property.

(c) Purchaser will pay for Purchaser's Property that it is required to purchase at the amount specified in the Contract or, if no amount is specified in the Contract, at (1) Supplier's actual cost of the Purchaser's Property, if manufactured by a third party, or (2) Supplier's actual cost of purchased materials, components, and services plus Supplier's actual cost of labor and overhead allocable to the Purchaser's Property, if manufactured by Supplier.

(d) Purchaser will not be liable to Supplier for any loss, damage, injury or expense of any kind or nature caused, directly or indirectly, by Purchaser's Property, including, without limitation, the use or maintenance thereof, or the repair, service or adjustment thereof, or by any interruption of service or for any loss of business whatsoever or howsoever caused, including, without limitation, any loss of anticipatory damages, profits or any other indirect, special or consequential damages and/or personal injury or death.

(e) Supplier will be responsible for the cost of repairing or replacing Purchaser's Property if it is stolen, damaged or destroyed regardless of cause or fault. Purchaser will have the right to enter Supplier's premises at all reasonable times to inspect Purchaser's Property and Supplier's records with respect thereto. Supplier will not sell, lend, rent, encumber, pledge, lease, transfer or otherwise dispose of Purchaser's Property. Furthermore, Supplier will not assert,

or permit any person claiming an interest through Supplier to assert, any claims of ownership to or any other interest in Purchaser's Property.

(f) Supplier agrees that Purchaser has the right, at any time and from time to time, with or without reason and without payment of any kind, to retake possession of or request the return of Purchaser's Property. Without further notice or court hearings, which rights, if any, are hereby waived, Purchaser or its designee(s) will have the right to enter Supplier's premises and take possession of any and all of Purchaser's Property. Upon Purchaser's request and in accordance with Purchaser's instructions, Purchaser's Property will be immediately released to Purchaser or delivered to Purchaser by Supplier, either (i) Ex Works (IncoTerms 2000) at Supplier's plant properly packed and marked in accordance with the requirements of the carrier selected by Purchaser to transport such Purchaser's Property or (ii) to any location Purchaser designates, in which event Purchaser will pay Supplier the reasonable costs of delivering Purchaser's Property to the location Purchaser designates. If Supplier does not release and deliver any Purchaser's Property in accordance with this section, Purchaser may obtain an immediate writ of possession without notice and without the posting of any bond and/or enter Supplier's premises, with or without legal process, and take immediate possession of Purchaser's Property.

(g) If all or part of the fabrication, modification, repair or refurbishment of the Purchaser's Property will be subcontracted to a third-party toolmaker, the Supplier will: (a) inform the Purchaser in advance in a written notice of the identity of the toolmaker and the location of the Purchaser's Property; (b) inform the toolmaker in writing that it is a bailee-at-will, through the Supplier, of Purchaser's Property owned by the Purchaser; and (c) be solely responsible for payments to the toolmaker.

(h) Payments made by the Purchaser for the Purchaser's Property are expressly intended by the Purchaser to be held in express trust for the benefit of any toolmaker used by the Supplier to produce the Purchaser's Property. The Supplier will hold these payments as trustee in express trust for the toolmaker. The Supplier acknowledges that the toolmaker is an intended third-party beneficiary of the terms of this Section and that it has the right to enforce these terms directly against the Supplier. The Purchaser has no obligation to the Supplier or toolmaker under this Section other than payment to the Supplier under the Production Tool Order. If a toolmaker brings an action against the Supplier for payment of the Purchaser's Property, the Supplier will not join the Purchaser in the action.

18. Supplier's Equipment and Tooling

Supplier, at its expense, will furnish, keep in good condition, and replace when necessary all of its machinery and equipment, including related tooling, jigs, dies, gauges, fixtures, molds, patterns and other accessories, required for the production of Products (collectively, "Supplier's Equipment"). Supplier will insure Supplier's Equipment with fire and extended coverage insurance for its full replacement value. Supplier grants Purchaser an irrevocable option to take possession of, and title to, all or part of Supplier's Equipment that is specially designed or outfitted for the production of the Products, in which event Purchaser will, within 45 days following delivery of such Supplier's Equipment to Purchaser, pay to Supplier the lower of (i) Supplier's net book value of such Supplier's Equipment (i.e., actual cost less amortization) or (ii) then current fair market value of such Supplier's Equipment, in each case less any amounts that Purchaser has previously paid to Supplier on account of such Supplier's Equipment. The foregoing option will not apply to the extent that Supplier's Equipment is used to produce goods that are the standard stock of Supplier and are then being sold by Supplier to other customers. Purchaser's right to exercise the foregoing option is not conditioned on Supplier's breach or Purchaser's termination of the Contract or upon payment of any other amounts due under the Contract.

19. Termination for Convenience

In addition to any other rights of Purchaser to terminate the Contract, Purchaser may immediately terminate all or any part of the Contract, at any time and for any reason, by notifying Supplier in writing. Upon such termination, Purchaser may, at its option, purchase from Supplier any or all raw materials, work-in-process and finished goods inventory related to the Products which are useable and in a merchantable condition. The purchase price for such finished goods, raw materials and work-in-process, and Supplier's sole and exclusive recovery from Purchaser (without regard to the legal theory which is the basis for any claim by Supplier) on account of such termination, will be (a) the Contract price for all Products or Services that have been completed in accordance with the Contract as of the termination date and delivered and accepted by Purchaser and not previously paid for, plus (b) the actual costs of work-in-process and raw materials incurred by Supplier in furnishing the Products or Services under the Contract to the extent such costs are reasonable in amount and are properly allocable or apportionable under generally accepted accounting principles to the terminated portion of the Contract less (c) the reasonable value or cost (whichever is higher) of any Products or materials used or sold by Supplier with Purchaser's written consent. In no event will Purchaser be required to pay for finished goods, work-in-process or raw materials which Supplier fabricates or procures in amounts that exceed those Purchaser authorizes in delivery releases nor will Purchaser be required to pay for any goods or materials that are in Supplier's standard stock or that are readily marketable. Payments made under this Section will not exceed

the aggregate price for finished goods that would be produced by Supplier under delivery or release schedules outstanding at the date of termination. Within sixty (60) days after the effective date of termination, Supplier will submit a comprehensive termination claim to Purchaser, with sufficient supporting data to permit an audit by Purchaser, and will thereafter promptly furnish any supplemental and supporting information Purchaser requests. Upon termination of a Contract, Supplier will assist Purchaser in locating an alternative source for the Products and Services and in moving production to the alternate source selected by Purchaser.

20. Termination for Cause

Purchaser may terminate all or any part of the Contract without any liability to Supplier or obligation to purchase raw materials, work-in-process or finished goods under Section 19 (Termination for Convenience) in any of the following events: (a) Supplier repudiates, breaches, or threatens to breach any of the terms of the Contract, including Supplier's warranties, (b) Supplier fails to perform or threatens not to perform Services or deliver Products in accordance with the Contract, (c) Supplier fails to assure timely and proper completion of services or delivery of goods, (d) insolvency or financial difficulties of Supplier as determined by Purchaser or a third-party audit, (e) filing of a voluntary petition in bankruptcy by Supplier, (f) filing of any involuntary petition in bankruptcy against Supplier, (g) appointment of a receiver or trustee for Supplier, (h) execution of an assignment for the benefit of creditors by Supplier, or (i) any accommodation by Purchaser, financial or otherwise, not contemplated by the Contract, that are necessary for Supplier to meet its obligations under the Contract. Supplier will reimburse Purchaser for all costs Purchaser incurs in connection with any of the foregoing whether or not the Contract is terminated, including, but not limited to, all attorney or other professional fees.

21. Assignment and Change in Control

Purchaser may assign its rights and obligations under the Contract without Supplier's prior written consent. Supplier may not assign or delegate its rights or obligations under the Contract without prior written consent from an authorized employee of Purchaser. In addition, Purchaser may terminate the Contract upon giving at least 60 days notice to Supplier, without any liability to Supplier or obligation to purchase raw materials, work-in-process or finished goods under Section 19 (Termination for Convenience), if Supplier (i) sells, or offers to sell, a material portion of its assets or (ii) sells or exchanges, or offers to sell or exchange, or causes to be sold or exchanged, a sufficient amount of its stock or other equity interests that effects a change in the control of Supplier or (iii) executes, or otherwise becomes subject to, a voting or other agreement or trust that effects a change in the control of Supplier.

22. Force Majeure

A delay or failure by either party to perform its obligations under the Contract will be excused, and will not constitute a default or cause for termination under section 20 (Termination for Cause), only if (1) caused by an event or occurrence beyond the reasonable control of that party and without its fault or negligence, including a labor dispute, and (2) the party unable to perform gives notice of the non-performance (including its anticipated duration) to the other party promptly after becoming aware that it has occurred or will occur. If Supplier is unable to perform for any reason, Purchaser may purchase Products and Services from other sources and reduce its purchases from Supplier accordingly without liability to Supplier and/or have Supplier provide substitute goods from other available sources in quantities and at times Purchaser requests and at the prices set forth in the Contract. Within three business days after written request by the other party, the non-performing party will provide adequate assurances that the non-performance will not exceed 30 days. If the non-performing party does not provide those assurances, or if the non-performance exceeds 30 days, the other party may terminate the Contract by notice given to the non-performing party before performance resumes.

23. Labor Contracts

Supplier will notify Purchaser of the Contract expiration date at least six months before the expiration of a current labor contract that has not been extended or replaced. Purchaser may thereafter direct Supplier in writing to manufacture up to 30 days of additional inventory of Products, specifying the quantities of Products required and any packaging and storage requirements. Supplier will comply with Purchaser's written directions prior to expiration of the current labor contract and until the current labor contract has been extended or a new contract completed. By authorizing the additional inventory, Purchaser commits to buy the entire quantity of conforming Products requested and produced. Supplier is responsible for carrying costs and any additional costs of manufacture.

24. Purchaser's Recovery Right

With respect to any monetary obligations of Supplier or Supplier's affiliates to Purchaser or Purchaser's affiliates, including, without limitation, direct and indirect losses, costs and damages resulting from Supplier's failure to timely deliver Products or Services, the failure of any Products or Service to conform to applicable warranties or other breach by Supplier of the Contract or any other agreement, Purchaser may at any time, as applicable, recover, recoup or set off such amounts by deducting such amounts from any sums that are, or will become, owing, due or payable to Supplier or Supplier's affiliates by Purchaser or Purchaser's affiliates.

25. Customs

Transferable credits or benefits associated with Products purchased, including trade credits, export credits, or rights to the refund of duties, taxes, or fees, belong to Purchaser unless otherwise prohibited by applicable law. Supplier will provide Purchaser with all information and records relating to the Products necessary for Purchaser to (1) receive these benefits, credits, and rights, (2) fulfill any customs obligations, origin marking or labeling requirements, and certification or local content reporting requirements, (3) claim preferential duty treatment under applicable trade preference regimes, and (4) participate in any duty deferral or free trade zone programs of the country of import. Supplier will obtain all export licenses and authorizations and pay all export taxes, duties, and fees unless otherwise stated in the Contract, in which case Supplier will provide all information and records necessary to enable Purchaser to obtain those export licenses or authorizations.

26. Insurance

Supplier will maintain insurance coverage as required by applicable law or as reasonably requested by Purchaser with carriers reasonably acceptable to Purchaser. With respect to any such insurance coverage, Supplier will furnish to Purchaser either a certificate evidencing satisfaction of the above-mentioned insurance requirements under the Contract or certified copies of all insurance policies within ten (10) days after Purchaser requests. The certificate must provide that Purchaser will receive thirty (30) days prior written notice from the insurer of any termination or reduction in the amount or scope of coverage. The furnishing of certificates of insurance and purchase of insurance will not limit or release Supplier from Supplier's obligations or liabilities under the Contract.

27. Advertising

During and after the term of the Contract, Supplier will not advertise or otherwise disclose its relationship with Purchaser or Purchaser's customers without Purchaser's prior written consent, except as may be required to perform the Contract or as required by law.

28. Audit Rights

Purchaser, at its expense, has the right to audit and review all relevant books, records, income statements, balance sheets, cash flow statements, payroll data, receipts and other related supporting data, including Supplier's administrative and accounting policies, guidelines, practices and procedures, in order to (i) substantiate any charges and other matters under the Contract and (ii) assess Supplier's ongoing ability to perform its obligations under the Production Purchase Order. Supplier will maintain and preserve all such documents for a period of six (6) years following final payment under the Contract. Supplier will provide Purchaser with reasonable access to its facilities and otherwise cooperate and facilitate any such audits by Purchaser.

29. Electronic Communication

Supplier will comply with the method of electronic communication specified by Purchaser in Purchaser's request for quotation and confirmed in the Contract, including requirements for electronic funds transfer, purchase order transmission, electronic signature, and communication. Supplier will also make commercially reasonable efforts to comply with any modification to Purchaser's specified method of electronic communication after the date of the Contract.

30. Relationship of Parties

Purchaser and Supplier are independent contractors, and nothing in the Contract makes either party the agent or legal representative of the other party for any purpose. Neither party has authority to assume or to create any obligation on behalf of the other party.

31. Waiver

The failure of either party to enforce any right or remedy provided in the Contract or by law on a particular occasion will not be deemed a waiver of that right or remedy on a subsequent occasion or a waiver of any other right or remedy.

32. Remedies and Injunctive Relief

The rights and remedies reserved to Purchaser in the Contract are cumulative with, and in addition to, all other or further remedies provided in law or equity. To the extent that the Contract is for the supply of Products for use as, or fabrication into, parts, components or systems, Supplier acknowledges and agrees that money damages would not be a sufficient remedy for any actual, anticipatory or threatened breach of the Contract by Supplier with respect to its delivery of Products to Purchaser and that, in addition to all other rights and remedies which Purchaser may have, Purchaser shall be entitled to specific performance and injunctive or other equitable relief as a remedy for any such breach.

33. Entire Agreement

The Contract constitutes the entire agreement between the parties with respect to its subject matter, and supersedes all prior oral or written representations or agreements by the parties with respect to the subject matter of the Contract, including Purchaser's request for quotation and Supplier's quotation unless specifically incorporated in the Contract. Except as authorized in section 2 (Changes), no subsequent terms, conditions, understandings, or agreements purporting to modify the terms of the Contract will be binding unless in writing signed by both parties.

34. Severability

If any provision of the Contract is invalid or unenforceable under any statute, regulation, ordinance, executive order or other rule of law, such provision will be

deemed reformed or deleted, as the case may be, but only to the extent necessary to comply with such statute, regulation, ordinance, order or rule, and the remaining provisions of the Contract will remain in full force and effect.

35. Interpretation

When used in these General Terms and Conditions, “including” means “including without limitation” and terms defined in the singular include the plural and vice versa.

36. Governing Law and Jurisdiction

A. U.S. Contracts.

If either (i) the Contract is issued by Purchaser from a location within the United States of America or its territories (as shown by the issuing address of Purchaser), (ii) the Contract is issued, in whole or part, for Products to be shipped to a Purchaser location within the United States of America or its territories (as shown by the ship to address of Purchaser), (iii) Supplier’s applicable shipping location is within the United States of America or its territories (as shown by the shipping address of Supplier), or (iv) Services are to be provided in the United States of America or its territories, then: (a) the Contract is to be construed according to the laws of the United States of America and the State of Michigan, excluding the provisions of the United Nations Convention on Contracts for the International Sale of Goods and any choice of law provisions that require application of any other law, and (b) each party hereby agrees that the sole forum and venue for any legal or equitable action or proceeding arising out of, or in connection with, the Contract will lie in the appropriate federal or state courts in the State of Michigan and specifically waives any and all objections to such jurisdiction and venue.

B. Non-U.S. Contracts.

In all cases not covered by Section 36 (A) above, (a) the Contract is to be construed according to the laws of the country (and state or province, if applicable) where Purchaser’s receiving location is located (as shown by the ship to address of Purchaser), excluding the provisions of the United Nations Convention on Contracts for the International Sale of Goods and any choice of law provisions that require application of any other law; (b) any legal or equitable action or proceedings by Purchaser against Supplier arising out of, or in connection with, the Contract may be brought by Purchaser in any court(s) having jurisdiction over Supplier or, at Purchaser’s option, in any court(s) having jurisdiction over Purchaser’s ship to location, in which event Supplier consents to such jurisdiction and venue, including service of process in accordance with applicable procedures; and (c) any legal or equitable actions or proceedings by Supplier against Purchaser arising out of, or in connection with, the Contract may

be brought by Supplier only in the court(s) having jurisdiction over the Purchaser's ship to location.

37. C-TPAT Initiative

To the extent any Products are to be imported into the United States of America, Supplier shall comply with all applicable recommendations or requirements of the Bureau of Customs and Border Protection's Customs-Trade Partnership Against Terrorism ("C-TPAT") initiative. Upon request, Supplier shall certify in writing its compliance with the C-TPAT initiative and shall provide any supporting documentation requested by Purchaser and/or the Bureau of Customs and Border Protection.